



LOS ANGELES COMMUNITY COLLEGES

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017 · (213) 891-2000

CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST • TRADE-TECHNICAL • VALLEY • WEST
ADMINISTRATIVE OFFICES

INVITATION TO BID

May 5, 2011

TO: INTERESTED VENDORS

SUBJECT: INVITATION FOR BIDS (IFB) NO. 11-20; ELEVATOR MAINTENANCE SERVICES
FOR LOS ANGELES TRADE-TECHNICAL COLLEGE

The Los Angeles Community College District is currently soliciting bids for elevator maintenance services at Los Angeles Trade-Technical College. Details of the bid conditions and requirements are contained in the enclosed Invitation For Bid Form.

If interested, your bid must be submitted on the enclosed Bid Form, including the documents listed under **Section A.7, Page 2 – Bid Content and Format**. **The bid submission deadline is 2:30 p.m. on May 20, 2011.** Bids submitted after this date and time shall be returned to the bidder unopened.

Should you have any questions, please contact the individuals listed **under Section A.6, Page 1 of the Bid Form**.

Sincerely,

James B. Watson
Contracts & Purchasing Manager

INVITATION FOR BIDS

**ELEVATOR MAINTENANCE SERVICES
AT LOS ANGELES TRADE-TECHNICAL COLLEGE**

IFB No. 11-20

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
CONTRACTS OFFICE – 6TH FLOOR
770 WILSHIRE BLVD.
LOS ANGELES, CA 90017**

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SECTION A - BID CONDITIONS AND INSTRUCTIONS

1. SOLICITATION OF BIDS

The Los Angeles Community College District ("District"), a public institution of higher education, is soliciting bids for the maintenance of elevators at the following location, in accordance with the specifications set forth herein.

Los Angeles Trade-Technical College 400 West Washington Blvd., Los Angeles, California 90015

The competitive method used for this solicitation is an Invitation For Bids (IFB). Selection of a successful bidder (alternately referred to as "bidder" or "vendor" in this IFB) will be made through competitive bidding procedures.

2. BID SUBMISSION AND OPENING DATE

The bidder shall submit to the District **one printed original and two copies** of its bid in a sealed package plainly marked with the words "**Bid No. 11-20, Bid Opening Date: 2:30 p.m., May 20, 2011.**" Mail or deliver bids as follows:

BID SUBMISSION DEADLINE: 2:30 p.m. on May 20, 2011

ATTENTION: Contracts Office, 6th Floor

LOCATION: Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017

Bids must be received in the Contracts Office of the Los Angeles Community College District by no later than the above time and date, and shall be opened in public shortly thereafter.

No bids will be accepted after the bid submission deadline. Any bid received after the scheduled bid submission deadline will be returned to the bidder unopened.

If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District shall not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other method of delivery used by the bidder, or any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, courier or parking problems, etc. No fax, telephone or e-mailed bids will be accepted.

3. JOB-WALK

The District has designated the following date and place for a job walk at which prospective bidders may acquaint themselves with the Equipment at Los Angeles Trade-Technical College and with the conditions relating to the facilities.

TIME AND DATE: 9:00 a.m. on Friday, May 13, 2011

LOCATION: Los Angeles Trade-Technical College
D-136 Conference Room (next to Plant Facilities Office in D-152)
Fashion Design Building
400 West Washington Boulevard
Los Angeles, California 90015
Attention: Brodie Purser, General Foreman

Phone: 213-763-3621 or 213-792-0281

The D-136 Conference Room is located next to the Plant Facilities Office in D-152 in the Fashion Design Building that is located at the N.W. corner of 21st. Street and Grand. Due to construction, please enter from the driveway just N. of that intersection at the location of the Catering truck. Parking is directly across the street at the Olive Street Parking Structure. Vendors will need to obtain a Parking Pass at the Sheriffs Office next to Plant Facilities in D-150. **For assistance and additional information, please contact Brodie Purser at the above phone numbers.**

While attendance at this job walk is not a prerequisite for submitting a bid, all bidders are strongly encouraged to attend. **The District can not accommodate requests for individual job walks outside of this scheduled job walk.** Minutes or other record of the job walk will not be disseminated, except where material changes to this IFB are made by District representatives or answers to questions are deferred and later communicated as part of an addendum to the IFB.

4. QUESTIONS FROM BIDDERS/CLARIFICATIONS

Questions or comments regarding this IFB (except to inquire about the number of addendums issued) must be put in writing by e-mail to Fabbee Buñag, Contracts Analyst, at bunagf@email.laccd.edu and received by LACCD no later than May 16, 2011.

The District shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Written responses to questions will be posted on the website http://www.laccd.edu/business_services/.

5. IFB ADDENDA

If it becomes necessary for the District to revise any part of this IFB, or to provide clarification or additional information after the IFB is released, a written addendum will be posted on the website http://www.laccd.edu/business_services/.

All addenda issued shall become part of the IFB, and bidders shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in their response. Failure of the bidder to receive Addenda shall not relieve the bidder from any obligation under its bid as submitted. The Bidder shall identify and list in its bid all Addenda received and included in its proposal; failure to do so may be asserted by the District as a basis for determining the bid non-responsive.

6. CONTACT PERSONS

The District contact persons for this bid are given below. Bidders requiring clarification of the intent or content of this bid, or bidders who did not receive all the materials, must contact the relevant District contact person.

General questions regarding clarification of the specifications and equipment should be directed to:

Brodie Purser, General Foreman
Los Angeles Trade-Technical College
400 West Washington Boulevard
Los Angeles, California 90015
Phone: 213-763-3621 or 213-792-0281

Contractual or bid procedure questions should be directed to:

Fabbee Buñag, Contracts Analyst
Los Angeles Community College District
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017

Phone: 213-891-2430

No individual employee of the District has the authority to modify orally the terms of this bid.

7. BID CONTENT AND FORMAT

Bidders are cautioned to keep the bid pages intact and return all of the following documents when submitting their bid. Failure to submit the complete bid pages may invalidate the bid. This IFB and the successful bid will become a part of any contract that is executed as a result of this IFB. Any bid attachments, documents, letters and materials submitted by the bidder will be binding and may also be included as part of the contract.

a. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Contracts Office and must, at a minimum, contain the following:

- Identification of the firm, including name, address and telephone number of the firm;
- name, title, address and telephone number of contact person;
- a statement to the effect that the bid shall remain valid for a period of not less than 120 days from the due date for submittal;
- signature of a person authorized to bind the bidder to the terms of the IFB.

b. Completed and signed Bid Pages, including Statement of Intent (Attachment A)

c. Completed and signed Noncollusion Affidavit (Attachment B)

d. Completed and signed Certification of Non-Discrimination (Attachment C)

e. Acknowledgement of all addenda issued by the District

f. Bid Bond (as required per Section A.8)

g. References (as required per Section A.12)

h. If applicable, bidders shall also submit "Exemption from Disclosure" (per Section A.15) and "Exceptions and Deviations" (per Section A.16)

8. BID BOND

The bidder shall furnish a bid bond in an amount not less than ten percent (10%) of the annual aggregate payments to be made under the contract. If the bidder's bid is accepted by the District, the bid bond shall remain in effect until contract execution. If the bidder fails to execute said contract, the sum guaranteed by the bid bond shall be forfeited to the District. The bid bond must be included with the bidder's bid when submitted by the bid submission deadline. The bid bond shall be made payable to *Los Angeles Community College District*.

9. MEETING BID SPECIFICATIONS

The services offered by bidder must meet the specifications as described in this Bid Form. The District reserves the right to reject as non-responsive any bid that does not meet the specifications as herein described.

10. INTERPRETATION OF BID DOCUMENTS

If any person contemplating submitting a bid for the services proposed herein is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

11. REQUIREMENTS

The bidder shall be responsible for becoming familiar with the scope of services required by the District, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any bidder to acquaint himself or herself with the service requirements of Los Angeles Trade-Technical College shall in no way relieve any bidder from any obligation with respect to this bid or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

Pursuant to the above, if the bidder desires to acquaint himself with the location and layout of the College, the bidder shall contact the College contact person to arrange and complete an appointment for this purpose prior to the bid submission deadline.

12. REFERENCES

The Bidder shall provide a list of at least three (3) references to which Bidder has provided comparable services during the last two years. Include name, address, contact person and the telephone number of the contact person.

13. WITHDRAWAL OF BID

The bidder may withdraw a previously submitted bid at any time prior to the bid submission deadline.

14. AUTHORIZED SIGNATURES

The Certification of Non-Discrimination (Attachment B) and the Noncollusion Affidavit (Attachment C) as well as the information requested on Bid Pages (Attachment A), are to be signed by the bidder's authorized signatory and must be submitted by the bidder in the sealed envelope along with its bid. The District is unable to accept any bid submitted without these statements completed and signed by the bidder's authorized signatory.

15. EXEMPTION FROM DISCLOSURE

Bids will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the bid opening date. All bids submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any bidder claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Trade-Technical College and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party."

Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act.

16. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this bid, including the terms and conditions contained in the Standard Agreement (Exhibit A), must be declared in the bid submitted by the bidder. Such exceptions or deviations must be segregated as a separate element of the bid under the heading "Exceptions and Deviations". **Exceptions or deviations which are in conflict with the District's terms and conditions may render the bid non-responsive.**

17. BID PRICE TO BE ACCURATE, COMPLETE AND VALID.

The Bidder must provide price information for all items on the Bid Form. Failure to do so may invalidate the bid. The price bid must be accurate, complete and must be valid for the initial term of the contract. The bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for error or price increases that the bidder later alleges are retroactively applicable.

18. EXPENSES

All expenses incurred by the bidder in preparing the bid shall be borne solely by the bidder.

19. AUTHORIZATION TO DO BUSINESS

All bidders must be authorized to do business in California. If a bidder is a sole proprietorship or partnership, the bidder should furnish with its bid a copy of a current business license issued in California. If the bidder is a corporation, it must be approved by the California Secretary of State to do business in California. The bidder should provide the corporate number issued by the Secretary of State with its bid.

A bidder must provide its State Contractor's License Number in the Statement of Intent (Attachment A, page 1)

20. SUBCONTRACTORS

The bidder shall provide to the District, with its bid, a list of its subcontractors, and the bidder shall be solely responsible for any and all work done by those subcontractors. All orders or instructions from the District shall be communicated by the bidder to its subcontractors as is necessary. It shall be the duty of the bidder to see that all of its subcontractors commence work promptly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or products, and that all damage caused by the subcontractors or their workers is properly made good by them or by the bidder at the bidder's cost.

The successful bidder shall require its subcontractors to maintain adequate workers' compensation and comprehensive liability insurance as set forth in the Exhibit A, the District's Standard Agreement in this Bid Form.

21. BASIS OF AWARD

Award of contract will be made to the lowest responsible bidder whose bid meets the specifications described herein.

22. ACCEPTANCE OF BID

Final acceptance of a bid shall be made by the Board of Trustees at a public meeting within approximately ninety (90) days from the date of the bid submission deadline. The District reserves

the right to reject any and all bids, if it deems that such action is in the best interest of the District, and to withdraw the bid and discontinue the bid process. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.

23. EXECUTION OF CONTRACT

The bidder selected for contract award through this bid shall be required to enter into a written agreement with the District. The Standard Agreement presented in Exhibit A of this bid is the agreement proposed for execution. It may be modified by the District to incorporate other pertinent terms and conditions set forth in this bid, including those added by addendum, and to reflect the bidder's offer or the outcome of contract negotiations, if any, conducted with the bidder. Exceptions to the terms and conditions of the District's Standard Agreement, or the bidder's inability to comply with any of the provisions of the Agreement, must be declared in the bid.

The agreement which the successful bidder will be required to execute incorporates all specifications, terms and conditions included in the bid documents, and all bid documents shall be carefully examined by the bidder.

24. TERM OF CONTRACT.

The contract awarded through this bid will be effective for a period of three (3) years, beginning approximately July 1, 2011, and may be annually renewed in writing for a maximum of two (2) additional years, at the option of the District, unless terminated earlier in accordance with the provisions for termination specified hereunder.

25. DEFAULT

In the event that an apparently successful bidder defaults or fails to execute the contract, the District may, at its election, accept the next lowest bid, or reject all bids and solicit new bids at that time.

26. PERFORMANCE BOND

Upon issuance by the District of the Notice of Award or at the time of contract execution, the successful bidder shall furnish a Performance Bond executed by a responsible surety company or companies, authorized by the California Department of Insurance to do business in California and on file with the Los Angeles County Clerk, in an amount not less than one hundred percent (100%) of the estimated aggregate payment to be made under the contract, conditioned upon the faithful performance by the Contractor of its contractual obligations.

The surety or sureties on the bond furnished must be satisfactory to the District. If during the term of the contract or during the term of the system installation and implementation any of the sureties, in the opinion of the District, are or become irresponsible, the District may instruct the Contractor in writing to provide other or additional sureties, which the Contractor in writing to provide other or additional sureties, which the Contractor/successful bidder shall furnish to the satisfaction of the District within ten (10) days after notice. If the Contractor fails to so furnish additional or other sureties, the District may terminate the contract and/or suspend all payments. The Performance Bond shall remain in effect for 90 days after the System is installed and accepted by the District.

SECTION B – SPECIFICATIONS AND REQUIREMENTS

CONTRACT PERIODS

Bidders shall submit their bids for all items and dates outlined in the Bid Pages (Attachment A). The bid must include prices for three one-year periods in order to be considered. The three contract periods are proposed, as follows:

- Contract Period 1: Approximately from July 1, 2011 to June 30, 2012
- Contract Period 2: Approximately from July 1, 2012 to June 30, 2013
- Contract Period 3: Approximately from July 1, 2013 to June 30, 2014

The contract entered into as a result of this solicitation of bids may be annually renewed for an additional two (2) years, upon option of the District.

BASIS OF BID AWARD

Bid award shall be made to the lowest responsible bidder calculated on the rates bid for services performed monthly for the equipment listed on the Bid Pages (Attachment A). The bidder shall also indicate in its bid the hourly rate differential for service calls made on overtime: This hourly rate shall be the difference per hour between straight time and overtime labor.

The bidder must bid on all items. Bids not indicating a rate for any item shall be considered **non-responsive**.

General Requirements

The provider agrees to maintain the equipment outlined in this agreement through a comprehensive maintenance program in an effort to maximize performance, safety and life span of the equipment. Equipment inspection shall be performed no less than once per week.

<i>UNITS TO BE MAINTAINED</i>					
Building Name	Unit Quantity	Manufacturer	Type of Unit	Unit ID or Serial #	Number of floors
H, L	2	Dover	Hydraulic/Passenger	5088, FJ8479	4
J, E, B (Pass)	3	Reliable	Hydraulic/Passenger	65823, 87038, 87039	3
D (Freight)	1	E.E.C.	Hydraulic Freight	39997	4
K-1, K (SVC), K-2	3	Dover	Traction Geared Passenger	60375, 60376, BJB474	5
B (Freight)	1	Dover	Hydraulic Freight	36315	3
A, D (Pass), F	3	Dover	Hydraulic/Passenger	FJ8475, FJ8476, FJ8477	3
OSP	2	Thyssen	Passenger	EV4914, EV4915	6
Child Dev. Ctr.	1	Mitsubishi	Hydroelectric	State #152061	2
Student Services-South Quad	2	Mitsubishi	Motion, Geared Traction, Passenger	N/A	N/A
Technology-South Quad	2	Mitsubishi	Motion, Geared Traction, Passenger	N/A	N/A

Preventive Maintenance Program

The contractor is expected to examine the following for optimum operation:

- Control and landing positioning system
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames, platforms and counterweights
- Safety Mechanisms
- Lubricate equipment for smooth and efficient performance on both types of elevators (passenger and freight).
- Adjust elevator parts and components to maximize performance and safe operation.
- Document all work performed on Maintenance Tasks & Records logs provided with each controller.
- Clean elevator pits and dump pit-cans as needed to assure a clean and oil free floor.
- After each visit, work completed shall be recorded in a log book located in the Physical Plant Office.

Full Coverage Parts Replacement

- Re-lamp all signals as required.
- Repair or replace components worn due to normal wear.

ANNUAL SAFETY AND FIRE TESTING

Contractor to test the equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins. The contractor is to perform governor and safety tests on traction elevators and relief pressure test on hydraulic elevators once per year. Contractor shall perform annual fire testing in each elevator.

SERVICE HOURS & SERVICE REQUESTS DURING NORMAL WORKING HOURS

The contractor shall inspect the elevators weekly (a minimum of 16 hours per month). These visits shall be performed during normal business hours, Monday through Friday, 5:45am to 4:00pm (except weekends and scheduled holidays). The contractor will respond to service requests during these hours at no extra charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time).

AFTER HOURS SERVICE REQUESTS

On service requests outside of normal business hours for services covered under the specifications, the contractor is to absorb the straight time costs of labor, and the college will be responsible for the difference between the straight time costs and overtime costs of labor. Labor costs include travel time, travel expenses, and time spent on the job.

PRODUCT INFORMATION

Whenever feasible, the college will provide the contractor with current diagrams that reflect all changes, parts, catalogs, and maintenance instructions for the equipment covered by this agreement.

SAFETY

The college agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator services. The college shall shut down the equipment immediately upon manifestation of any irregularities in operation, notify the contractor and keep the equipment shut down until the completion of any repairs. The college agrees to report any condition that may indicate the need for correction before the next regular service.

OTHER

If inspections of a piece of equipment covered under this agreement reveal an operational problem which jeopardizes the safety of the riding public, the contractor may shut down the equipment until the problem is resolved. The contractor will immediately advise the college of such action, the reason for the shut down, and whether the proposed solution is covered under the terms of the agreement.

PRICE

The price for the services as stated in this agreement shall cover labor, materials and sales taxes.

ATTACHMENT A
(Page 1 of 3 pages)

BID PAGES

STATEMENT OF INTENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the specifications, general contract conditions, bid conditions and instructions for completing the Bid Form, hereby offers to provide the services in accordance with its bid and subject to the terms and conditions set forth herein by references and attachments.

Bidder _____
(Type or Print Complete Legal Name of Firm)

STATE CONTRACTOR'S LICENSE NO. _____

By _____
(Signature)

Check One:
Sole Ownership _____
Partnership _____
Corporation _____
Other (Specify) _____

Printed Name _____

Title _____

IRS or Social Security No. of Bidder _____

Address _____
Street City State Zip

Phone (____) _____ Fax (____) _____

Date _____

ATTACHMENT A
(Page 2 of 3 pages)

BID PAGES

Bidder must bid on all **three annual contract periods.**

Bid award shall be made to the lowest responsible bidder calculated on the rates bid for services performed monthly for the equipment listed on these Bid Pages. The bidder shall also indicate in its bid the hourly rate differential for service calls made on overtime: This hourly rate shall be the difference per hour between straight time and overtime labor.

The bidder must bid on all items. Bids not indicating a rate for any item shall be considered **non-responsive.**

<u>DESCRIPTION</u>	<u>UNIT ID OR SERIAL NO.</u>	<u>CONTRACT PERIOD</u>	<u>MONTHLY BID RATE</u>
Dover, Hydraulic/Passenger,	5088	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Dover Hydraulic/Passenger,	FJ8479	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Reliable Hydraulic/Passenger	65823	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Reliable Hydraulic/Passenger	87038	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Reliable Hydraulic/Passenger	87039	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
E.E.C. Hydraulic Freight	39997	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Dover Traction Geared Passenger	60375	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Dover Traction Geared Passenger	60376	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____
Dover Traction Geared Passenger	BJB474	1 st year 2 nd year 3 rd year	\$ _____ \$ _____ \$ _____

Dover Hydraulic Freight	36315	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Dover Hydraulic/Passenger	FJ8475	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Dover Hydraulic/Passenger	FJ8476	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Dover Hydraulic/Passenger	FJ8477	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Dover Hydraulic/Passenger	5089	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Thyssen Passenger	EV4914	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Thyssen Passenger	EV4915	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Mitsubishi	152061	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Mitsubishi (Location: Student Services Bldg.–South Quad)	N/A	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Mitsubishi (Location: Student Services Bldg.–South Quad)	N/A	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Mitsubishi (Location: Technology Bldg.–South Quad)	N/A	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____
Mitsubishi (Location: Technology Bldg.–South Quad)	N/A	1 st year	\$ _____
		2 nd year	\$ _____
		3 rd year	\$ _____

Hourly rate for service calls made on overtime 1st year \$ _____
(Rate shall be the difference between straight time and overtime labor) 2nd year \$ _____
3rd year \$ _____

ATTACHMENT B

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

Bidder hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2011.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company)

_____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham bid.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ day of _____, 2011.

BIDDER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT A
STANDARD AGREEMENT

RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the District is authorized by Section 81644 of the California Education Code to contract with accepted vendors for the installation and repair of equipment; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform services pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS.** The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement of bids, the bid conditions, specifications and general contract conditions, the bid of the Contractor and its acceptance by the District, the contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein.

2. **SERVICES.** The Contractor shall provide the following:

**MAINTENANCE OF ELEVATORS
AS IDENTIFIED IN INVITATION FOR BIDS (IFB) NO. 11-20 AND THE CONTRACTOR'S RESPONSE
THERE TO**

The Contractor shall perform the services set forth in Exhibit __ (the "Services"), on the equipment ("Equipment") listed in Exhibit __ in compliance with specifications and standards set forth in that Exhibit ____. The Contractor shall keep the Equipment in good operating condition and shall comply with any other reasonable specifications and standards provided or approved in writing by the Vice-President of Administration, or designee, at College from time to time.

3. **TERM OF AGREEMENT.** The period of this agreement shall be from _____, to _____, and may be renewed annually up to a maximum of two additional one-year periods, at the District's option, subject to cancellation by the District upon 30 days' prior written notice.

4. **VERIFICATION OF CONTRACTED SERVICE.** The Contractor shall, each time upon arrival at campus for scheduled, unscheduled, or emergency service, report to the Plant Facilities Office to inform the Director of College Facilities, or designee, of his presence on campus. After completion of service, the Contractor shall present documentation of work performed to the Director of College Facilities, or designee, for signature, and shall leave a copy for the Director of College Facilities.

Failure to comply with the above may prevent payment for that services rendered.

5. **DUTIES OF THE DISTRICT.** The District shall provide a suitable environment for the Equipment and shall provide Contractor with access to the Equipment sufficient to permit the Contractor to provide the Services hereunder.

6. **WARRANTIES.** The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and, in the case of goods, will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.

7. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit ___, in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule.

Payment shall be made by the District once each month (or annually) for services rendered. The Contractor shall submit to the College's Director of College Facilities on a monthly basis, invoices in duplicate on a form acceptable to the District, together with a copy of each documentation of work performed. Invoices shall be approved for payment by the College Vice President of Administration, or designee.

The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom.

Payment by the District of any invoice shall constitute full and final payment for service rendered for the period covered by such invoice, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.

In the event that this agreement is terminated prior to expiration of the period of services, in accordance with the terms and conditions for termination hereunder, the Contractor shall refund to the District any prepaid amounts, prorated for the unexpired portion of the contract period, dated from the effective date of termination of this agreement.

8. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

9. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor, or immediately upon breach of this agreement by the Contractor.

10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.

11. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

12. **INSPECTIONS.** The District reserves the right to hold periodic inspections of any or all equipment covered by the contract. The Contractor shall be notified in advance of the inspection and shall arrange to have its representative present at the inspection.

13. **PERMITS AND LICENSES.** The Contractor and its employees and agents shall secure and maintain in force such licenses and permits as required by law in connection with the performance of this contract.

14. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the Director of College Facilities the rules and regulations pertaining to safely driving on college grounds, particularly when students are present. The Contractor's drivers shall exercise extreme caution at all times.

Drivers entering college premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys may be furnished at the discretion of the Vice President of Administration of the College. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the College Safety and Police Services Department.

15. **SUBCONTRACTORS.** The Contractor must set forth the name and location of the place of business of every subcontractor who will provide labor or service in any way connected with the work in this contract. The Contractor must set forth the portion of work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion. The Contractor must not sublet or subcontract any part of the work called for in this contract without the written consent of the District.

The Contractor shall provide the District a list of its subcontractors and the Contractor shall be solely responsible for any and all work done by those subcontractors. All orders or instructions from the District shall be communicated by the Contractor to its subcontractors as is necessary. It shall be the duty of the Contractor to see that all of its subcontractors commence work promptly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or products, and that all damage caused by the subcontractors or their workers is properly made good by them or by the Contractor at the Contractor's cost.

16. **CODES, ORDINANCES AND STATUTES.** The Contractor must complete all work specified herein in complete accordance with the requirements of these specifications and with all applicable codes, ordinances and statutes of the State of California, the County of Los Angeles and the City of Los Angeles. In case of conflict among these requirements, the most restrictive will apply.

17. **COMPLIANCE WITH LEGAL REQUIREMENTS.** The Contractor shall at all times comply with all ordinances, laws, and regulations affecting supplies and services provided under this agreement. All permits, licenses, variances or approvals which may be necessary for the Contractor to fulfill its obligations under this agreement shall be obtained by the Contractor at its sole cost and expense.

18. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

b) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

19. DEFAULT BY CONTRACTOR. The District shall hold the Contractor responsible for any damages which may be sustained because of the failure or neglect of the Contractor to comply with any term or condition listed herein, it being specifically provided and agreed that time is of the essence in the contract performance.

If the Contractor fails or neglects to furnish any of the equipment, supplies or services listed herein at the price name and at the time and places herein stated or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the Contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default; and may, whether or not the contract is cancelled in whole or in part, procure services elsewhere without notice to the Contractor.

20. AMENDMENTS. This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

21. RENEWAL OF AGREEMENT. The initial term of this agreement shall remain in force for a period three years, unless terminated as herein provided, and may be annually renewed thereafter in writing, upon option of the District, for two additional one-year periods beyond the initial period of this agreement, not to exceed a total of five (5) years, including the initial term.

22. ASSIGNMENT. This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

23. GOVERNING LAW. This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

24. NONDISCRIMINATION. The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual preference, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with

Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

25. **NON-WAIVER.** A waiver of a breach or default under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.

26. **SUCCESSORS.** The agreement shall be binding upon, and shall inure to the benefit of, the parties hereof and their respective permitted transferees, successors and assigns.

27. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

28. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

29. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

30. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

31. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

32. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

-DISTRICT-
LOS ANGELES COMMUNITY COLLEGE DISTRICT
By BOARD OF TRUSTEES OF THE
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By _____
Printed Name _____
Title _____

- CONTRACTOR -

By _____
(Signature)
Printed Name _____
Title _____